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11 UNITED STATES BANKRUPTCY COURT
12 WESTERN DISTRICT OF WASHINGTON—TACOMA DIVISION
13

14 IN RE:

15 FRANK DELAND COBB AKA FRANKLIN
16 DELAND COBB AND GAYSHA SANDY
17 COBB AKA GAYSHA SPEARS,

18 Debtors.

19 Case No.: 19-41717-MJH

20 Chapter 13

21 OBJECTION TO CONFIRMATION OF
22 CHAPTER 13 PLAN
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24 Secured Creditor Specialized Loan Servicing, LLC, as servicer for Federal Home Loan
25 Corporation, as Trustee for the benefit of the Seasoned Credit Risk Transfer Trust, Series 2019-1
26 (“Creditor”), respectfully submits its Objection to Confirmation of Chapter 13 Plan (“Plan”), of
27 Debtors Frank Deland Cobb aka Franklin Deland Cobb and Gaysha Sandy Cobb aka Gaysha
28 Spears (“Debtors”).
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30 I. Statement of Facts.

31 1. On May 25, 2019, Debtor filed a voluntary Chapter 13 petition.
32 2. Michael G. Malaier is the duly qualified and acting Chapter 13 Trustee.
3 On or about March 30, 2000, Debtor Frank D. Cobb, for valuable consideration,
4 made, executed, and delivered to Norwest Mortgage, Inc. (“Norwest”), a written Note (“Note”).
5 Pursuant to the terms of the Note, Debtor agreed to repay the sum of \$58,500.00 with annual
6 interest at 8.75% in three hundred and sixty (360) monthly payments of \$460.22 commencing on

OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN - 1

May 1, 2000, and continuing thereafter on the 1st day of each succeeding month until April 1, 2030, at which time all amounts due and owing under the Note are to be paid in full.

4. As security for the Note and as part of the same transaction, Debtor made, executed, and delivered to Norwest a Deed of Trust (“Deed of Trust”), granting Norwest beneficial interest in the real property commonly known as 2012 East Gregory Street, Tacoma, WA 98421 (“Property”). The Note and Deed of Trust have been duly assigned to Creditor.

5. Debtor defaulted under the terms of the Note and Deed of Trust and on or about July 10, 2014, for valuable consideration, made, executed, and delivered to Creditor a Loan Modification Agreement (“Loan Modification”).

6. Debtor has defaulted in the payments due under the Note and Deed of Trust and Loan Modification. Prepetition arrears now exist in the approximate amount of \$1,029.15. The total amount due and owing under the Note as of May 25, 2019, is \$47,059.99 and the current monthly payment due is \$885.32.

7. On May 25, 2019, Debtors filed their proposed Chapter 13 Plan. Pursuant to Debtors’ proposed Chapter 13 Plan, Debtors do not provide for prepetition arrears to Creditor and provide a post-petition payment amount of only \$650.00.

II. Understatement of Arrears and understatement of post-petition payment.

8. In their proposed Chapter 13 Plan, Debtors do not provide for prepetition arrears to Creditor. Prepetition arrears exist in the approximate amount of \$1,029.15. Debtors should be required to provide for payment of all prepetition arrears as a condition to confirmation of their Chapter 13 plan.

9. Debtors provide a post-petition payment amount of only \$650.00. The current post-petition payment amount is \$885.32. Debtors should be required to provide for payment of Creditor’s full post-petition payment amount as a condition to confirmation of their Chapter 13 plan.

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OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN - 2

1 WHEREFORE, based upon the foregoing, Creditor respectfully requests that:

- 2 1. Confirmation of Debtors' proposed Chapter 13 Plan be denied; or
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4 2. The case be dismissed; and
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6 3. Such further relief as the Court deems just and proper.

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8 Dated: June 21, 2019

Respectfully submitted,

9
10 /s/ Jason C. Tatman

11 Jason C. Tatman, Esq.

12 Attorney for Secured Creditor

13 Specialized Loan Servicing, LLC, as servicer for
14 Federal Home Loan Corporation, as Trustee for the
15 benefit of the Seasoned Credit Risk Transfer Trust,
16 Series 2019-1
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1 **CERTIFICATE OF SERVICE**

2 I am employed in the county of San Diego, California. My business address is 5677
3 Oberlin Drive, Suite 210, San Diego, CA 92121. I am over the age of eighteen years and not a
4 party to this action.

5 On June 21, 2019, I served the Objection to Confirmation of Chapter 13 Plan on the
6 interested parties in this action by placing a true and correct copy thereof enclosed in a sealed
7 envelope with postage thereon fully prepaid in the United States mail at Encinitas, CA, as
8 follows:

9 (X) (BY REGULAR MAIL) I caused such envelope(s) with postage thereon fully prepaid to
10 be placed in the United States mail at Encinitas, CA. I am “readily familiar” with this firm’s
11 practice of collection and processing of correspondence for mailing. It is deposited in the U.S.
12 Postal Service on that same day in the ordinary course of business. I am aware that on motion of
13 the party served, service is presumed invalid if the cancellation date or the postage meter date is
14 more than 1 day after date of deposit for mailing affidavit.

15 (X) (FEDERAL) I declare under penalty of perjury under the laws of the United States of
16 America that the above is true and correct.

17 Executed on June 21, 2019, at Encinitas, CA.

18 /s/ Darren J. Devlin
19 Darren J. Devlin, Esq.

20 Frank Deland Cobb
21 Gaysha Sandy Cobb
22 3917 29th Ave. Ct. E
Tacoma, WA 98404

23 Ellen Ann Brown
24 744 S. Fawcett Ave.
Tacoma, WA 98402

25 Michael G. Malaier
26 *via ecf only*
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